



## **CalPERS Information Security GASB 45 Data Extract Receiving Party Sending Electronic Information Agreement**

### **Statement of Roles and Responsibilities between CalPERS and Receiving Party**

CalPERS shall continue to be the Data Owner of the electronic Information Assets being transferred unless CalPERS contractually releases ownership of the electronic Information Assets.

The Receiving Party shall be considered the External Data Custodian of those electronic Information Assets while in possession of the electronic Information Assets.

CalPERS and the Receiving Party shall have an executed CalPERS *Non-Disclosure Agreement* (PERS01A0023) or an equivalent provision in a current contract with CalPERS.

The Receiving Party shall, at a minimum, use the same degree of care to protect the confidentiality and integrity of the CalPERS' Information Assets that the Receiving Party uses to protect its own information assets.

The Receiving Party, at a minimum, must protect the electronic Information Assets with measures that include:

- Physical protections,
- Backup and recovery plans and processes,
- Operational recovery plans and processes,
- Change management controls, and
- Configuration management controls.

The Receiving Party, at a minimum, must protect the electronic Information Assets with identification and access control functions that include:

- Registration processes that define identities and profiles used for identification, authentication, and authorization;
- Authentication processes that validate the identities of entities requesting access to system resources; and,
- Access control processes that restrict an entity's access to only authorized resources.

The Receiving Party, at a minimum, must protect the electronic information assets with audit and accountability control functions that include:

- Information security event logging, collection, monitoring, reviewing, and storage;
- Processes for detection, analysis, and response to information security incidents and events; and,
- Mechanisms to protect security data and event logs from unauthorized access, modification, and/or deletion.

The Receiving Party agrees to notify CalPERS Information Security Office at 916-795-3706 of any information security incident, including the violation of the confidentiality, integrity, or proper use of the electronic Information Assets that become known to the Receiving Party. The Receiving Party agrees to make this notification promptly upon becoming aware of the information security incident; but in any event, not later than four days after becoming aware of the information security incident.

After notifying CalPERS of an information security incident, the Receiving Party agrees to cooperate (at the Receiving Party's expense) with CalPERS to remedy or limit the information security incident and effects of the information security incident. This cooperation must extend beyond the expiration or termination (for any reason) of this contracted agreement.



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### Purpose of Information Transfer

Describe below the purpose of this Information Transfer.

Provide participant data extract for use in preparing accounting information, footnote disclosure, and supplementary information that may be required under Governmental Accounting Standards Board Statement Number 45 (GASB 45) applicable to other post employment benefits (OPEB) other than pensions.

### Description of Transmitted Information

Provide below a brief description of the information to be transmitted. Attach a detailed list of all data elements to be included in the file transfer.

The information contained in this extract is participant demographic data needed to create an OPEB actuarial report. Please see attached document showing the Data Extract layout for both active and retired employees.

### Disposal Method of Transmitted Information

Describe below how the Receiving Party shall to dispose of the transmitted CalPERS Information Assets.

This data will be used as a basis to develop a public agency actuarial report. It will be retained as a working paper to support the valuation result.

### Information Transfer Questions

Is Personal Information included in this Information Transfer?

Yes



No



Is other information that is exempt from disclosure under the Public Records Act or other state or federal privacy law included in this Information Transfer? An example would be Protected Health Information (PHI)?

Yes



No



### Information Transmittal Frequency and Duration

E-Mail Attachment

For the Method selected, please see Attachment.

Transmittal Frequency	Indicate below the frequency of this Information Transmittal.		
	<input type="checkbox"/> Weekly	<input type="checkbox"/> Semi-Annual	<input checked="" type="checkbox"/> Other (Please Specify Below)
	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annual	Upon Employer Request. On average an employer will only request Data once per year

Transmittal Agreement Time Length	Indicate below the Transmittal Agreement Time Length (e.g., 1 year, 3 years, or indefinitely).	
	<input checked="" type="checkbox"/> One year or less– PEMHCA List/Agreement Updated Annually	
	<input type="checkbox"/> More than one year	Please Specify:



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Duration of Information Use by  
External Data Custodian

Indicate below when the Receiving Party shall stop using the transmitted CalPERS Information Assets (this date must not be later than the Contract or SOW termination date if the information use is governed by a Contract).

30 days default. Please provide justification if the file is to be retained longer than 30 days:

This coincides with the Disposal Method of Transmitted Information in that the data is to be used and retained as a working paper to support the valuation results

Required Stop End Date: N/A

### Receiving Party

Telephone Number

(      )

E-Mail Address

Organization Name

Organization Business Address

### Affirmation Statement of Receiving Party

I understand the roles and responsibilities specified in the *Statement of Roles and Responsibilities between CalPERS and Receiving Party* and shall implement them.

Signature of External Data Custodian

Title of External Data Custodian

Date Signed

Print Name of Signer